

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
HLT International IP LLC		10/24/2007	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Bear Stearns Commercial Mortgage, Inc.
Street Address:	383 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10179
Entity Type:	CORPORATION: NEW YORK

Name:	Bank of America, N.A.
Street Address:	Hearst Tower
Internal Address:	214 North Tryon Street
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28255
Entity Type:	National Banking Association:

Name:	German American Capital Corporation
Street Address:	31 West 52nd Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	CORPORATION: MARYLAND

Name:	Goldman Sachs Mortgage Company
Street Address:	85 Broad Street
City:	New York

OP \$40.00 77144069

State/Country:	NEW YORK
Postal Code:	10004
Entity Type:	LIMITED PARTNERSHIP: NEW YORK

Name:	Morgan Stanley Mortgage Capital Holdings LLC
Street Address:	1221 Avenue of the Americas
Internal Address:	27th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10020
Entity Type:	LIMITED LIABILITY COMPANY: NEW YORK

Name:	Lehman Brothers Holdings Inc.
Street Address:	745 Seventh Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	CORPORATION: DELAWARE

Name:	Merrill Lynch Mortgage Lending, Inc.
Street Address:	250 Vesey Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10281
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	77144069	ZETA

CORRESPONDENCE DATA

Fax Number: (212)455-2502
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (212) 455-7609
 Email: ksolomon@stblaw.com
 Correspondent Name: Kirstie Howard, Esq.
 Address Line 1: Simpson Thacher & Bartlett LLP
 Address Line 2: 425 Lexington Avenue
 Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	010396/0843
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NAME OF SUBMITTER:	Kirstie Howard
Signature:	/kh/
Date:	11/02/2007

Total Attachments: 12

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U.S. TRADEMARK SECURITY AGREEMENT

This U.S. TRADEMARK SECURITY AGREEMENT (this "Security Agreement"), dated as of October 24, 2007, by and between HLT International IP LLC ("Pledgor"), a Delaware limited liability company, and BEAR STEARNS COMMERCIAL MORTGAGE, INC., a New York corporation, having an address at 383 Madison Avenue, New York, New York 10179, BANK OF AMERICA, N.A., a national banking association, having an address at Hearst Tower, 214 North Tryon Street, Charlotte, North Carolina 28255, GERMAN AMERICAN CAPITAL CORPORATION, a Maryland corporation having an address at 31 West 52nd Street, New York, NY 10019, GOLDMAN SACHS MORTGAGE COMPANY, a New York limited partnership having an address at 85 Broad Street, New York, New York 10004, MORGAN STANLEY MORTGAGE CAPITAL HOLDINGS LLC, a New York limited liability company, having an address at 1221 Avenue of the Americas, 27th Floor, New York, New York 10020, LEHMAN BROTHERS HOLDINGS INC., a Delaware corporation having an address at 745 Seventh Avenue, New York, New York 10019, and MERRILL LYNCH MORTGAGE LENDING, INC., a Delaware corporation having an address at 250 Vesey Street, New York, New York 10281 (each a "Co-Lender" and, collectively, "Lender").

WHEREAS, pursuant to Section 2 of the Mortgage Loan Intellectual Property Security Agreement and Collateral Assignment dated as of October 24, 2007 (the "Mortgage Agreement"; capitalized terms used but not defined herein have the meanings ascribed therein), Pledgor has pledged, granted, assigned and transferred to Lender, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Debt, a first priority security interest in all of its respective right, title and interest to and under, in each case, whether now owned or existing, or hereafter acquired or arising, in the Pledged Collateral, which includes the U.S. trademark registrations and applications set forth on Schedule A (the "Trademark Collateral"); and

WHEREAS, pursuant to Section 4(g) of the Mortgage Agreement, Pledgor has agreed to execute and deliver this Security Agreement to record the transactions contemplated by the Mortgage Agreement in the U.S. Patent and Trademark Office and to file (or cause to be filed) such Security Agreement in the PTO within ten (10) days after the date of the Mortgage Agreement;

NOW THEREFORE, for good and valuable consideration (including that recited in the Mortgage Agreement), the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. The parties confirm that, pursuant to Section 2 of the Mortgage Agreement, Pledgor has pledged, granted, assigned and transferred to Lender, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Debt, a first priority security interest in all of its respective right, title and interest to and under the Trademark Collateral.

2. The parties agree that this Security Agreement has been executed pursuant to Section 4(g) of the Mortgage Agreement for the sole purpose of recording the security interest granted in the Mortgage Agreement with the PTO and is expressly subject to the terms and conditions of the Mortgage Agreement. The Mortgage Agreement (and all rights and remedies of the parties therein) shall remain in full force and effect in accordance with its terms, and all such terms are incorporated herein by reference. In the event of any conflict between this Security Agreement and the Mortgage Agreement, the terms of the Mortgage Agreement shall govern.

3. Pledgor shall, from time to time, execute and deliver such further documents, instruments and agreements and take all such further actions as


Assignee may request and as may be necessary or desirable to evidence, perfect, preserve or protect the interest of Lender in the Trademark Collateral.

4. THIS SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF DELAWARE AND THE OBLIGATIONS, RIGHTS AND REMEDIES OF THE PARTIES HEREUNDER SHALL BE DETERMINED IN ACCORDANCE WITH SUCH LAWS.

5. This Security Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, this Agreement has been duly executed this
24th day of October, 2007.

HLT International IP LLC

A handwritten signature in black ink, appearing to be 'A. A.', written over a horizontal line.

By:

Name:

Title:

IN WITNESS WHEREOF, this Agreement has been duly executed this
24th day of October, 2007.

BEAR STEARNS COMMERCIAL
MORTGAGE, INC.



By:

Name: Michael A. Forastiere
Managing Director

Title:

BANK OF AMERICA, N.A.

By:

Name:

Title:

GERMAN AMERICAN CAPITAL
CORPORATION

By:

Name:

Title:

GOLDMAN SACHS MORTGAGE
COMPANY

By:

Name:

Title:

IN WITNESS WHEREOF, this Agreement has been duly executed this
24th day of October, 2007.

BEAR STEARNS COMMERCIAL
MORTGAGE, INC.

By:

Name:

Title:

BANK OF AMERICA, N.A.

By:

Name:

Title:


Jeffrey B. Hoyle
Managing Director

GERMAN AMERICAN CAPITAL
CORPORATION

By:

Name:

Title:

GOLDMAN SACHS MORTGAGE
COMPANY

By:

Name:

Title:

IN WITNESS WHEREOF, this Agreement has been duly executed this
24th day of October, 2007.

BEAR STEARNS COMMERCIAL
MORTGAGE, INC.

By:

Name:

Title:

BANK OF AMERICA, N.A.

By:

Name:

Title:

GERMAN AMERICAN CAPITAL
CORPORATION



By:

Name: Michael P. Hart
Vice President

Title:

GERMAN AMERICAN CAPITAL
CORPORATION



By:

Name: David Goodman
Authorized Signatory

Title:

IN WITNESS WHEREOF, this Agreement has been duly executed this
24th day of October, 2007.

BEAR STEARNS COMMERCIAL
MORTGAGE, INC.

By:

Name:

Title:

BANK OF AMERICA, N.A.

By:

Name:

Title:

GERMAN AMERICAN CAPITAL
CORPORATION

By:

Name:

Title:

GOLDMAN SACHS MORTGAGE
COMPANY

By:

Name: Mark J. Buono

Title:

GOLDMAN SACHS MORTGAGE
COMPANY

By:

Name:

Title:

MORGAN STANLEY
MORTGAGE CAPITAL
HOLDINGS LLC

By: *Christine B. Malone*

Name: *Christine B. Malone*

Title: *Vice President*

LEHMAN BROTHERS
HOLDINGS INC.

By:

Name:

Title:

MERRILL LYNCH MORTGAGE
LENDING, INC.

By:

Name:

Title:

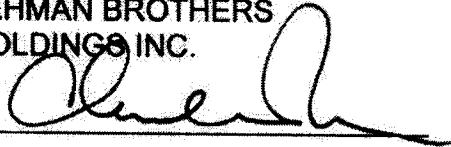
MORGAN STANLEY
MORTGAGE CAPITAL
HOLDINGS LLC

By:

Name:

Title:

LEHMAN BROTHERS
HOLDINGS INC.



By:

Name: CHARLENE THOMAS
AUTHORIZED SIGNATORY

Title:

MERRILL LYNCH MORTGAGE
LENDING, INC.

By:

Name:

Title:

MORGAN STANLEY
MORTGAGE CAPITAL
HOLDINGS LLC

By:

Name:

Title:

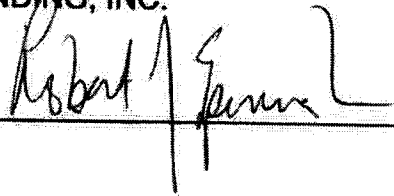
LEHMAN BROTHERS
HOLDINGS INC.

By:

Name:

Title:

MERRILL LYNCH MORTGAGE
LENDING, INC.



A handwritten signature in black ink, appearing to read "Robert J. Gennaro", is written over a horizontal line.

By:

Name:

Title:

Schedule A

SCHEDULE OF TRADEMARKS

UNITED STATES

Country	Trademark	Class(es)	Application No.	Application Date	Registration Date	Status
United States	ZETA (block)	43	77144069	03/29/07		Pending